

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

Sangre de Cristo Water Division

**Owner's Consultant for
Project Delivery of the
Buckman Direct Diversion Project**

RFP 04/33/P

STEP ONE PROPOSAL DUE:

THURSDAY, APRIL 15, 2004

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H"

SANTA FE, NEW MEXICO 87505

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REQUEST FOR PROPOSALS 04/33/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time Thursday, April 15, 2004.** Any proposal received after this deadline will not be considered. These proposals are for the purpose of procuring professional services for the following:

Sangre de Cristo Water Division Owner's Consultant for Project Delivery of the Buckman Direct Diversion Project

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held until September 30, 2004, subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Kathryn L. Raveling, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

Kathryn L. Raveling, Finance Director

Received by the Santa Fe New Mexican Newspaper on: March 17, 2004, to be published on: March 22, 2004.

Received by the Albuquerque Journal Newspaper on: March 17, 2004, to be published on: March 22, 2004

SCHEDULE for RFP 04/33/P
Owner's Consultant for Project Delivery of the Buckman Direct Diversion Project

- | | | |
|-----|--|--|
| 1. | Advertisement and issuance of RFPs | Monday, March 22, 2004 |
| 2. | Pre-proposal meeting | Friday, April 2, 2004
1:30 pm
Genoveva Chavez Community Center
Rodeo Drive, Classroom #2
Santa Fe, NM |
| 3. | Receipt of Step 1 proposals: | Thursday, April 15, 2004
2:00 p.m. local prevailing time
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico 87501
(505) 955-5711 |
| 4. | Identification of short-listed firms and issuance of Addendum pertaining to Step 2 proposals | May 6, 2004 |
| 5. | Receipt of Step 2 proposals | June 10, 2004 |
| 6. | Interviews with top-ranked proponents | June 17-18, 2004 |
| 7. | Best and Final Offers from top-ranked proponents | June 24, 2004 |
| 8. | Evaluation Committee final ranking of proposals | June 25, 2004 |
| 9. | Negotiation meeting with Principal of top-ranked Proponent | July 1, 2004 |
| 10. | Proponent submits draft of Professional Services Agreement with Exhibits | July 15, 2004 |
| 11. | Deadline for completion of negotiations with top-ranked Proponent* of contract with detailed scope-of-work and fixed price fee | July 29, 2004 |
| 12. | Recommendation for approval of contract to Finance Committee: | First meeting after July 29 |
| 13. | Recommendation for approval of contract to Public Utilities Committee: | First meeting after July 29 |
| 14. | Recommendation for approval of contract by Governing Body of the City of Santa Fe: | First meeting following Public Utilities and Finance Committees |

*Additional time will be required for negotiation of contract with second-ranked Proponent if negotiations with top-ranked Proponent do not result in agreement.

ALL DATES SUBSEQUENT TO THE DATE FOR THE RECEIPT OF PROPOSALS ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe ("City" or "Owner"), invites firms to submit eight copies of their Proposal. Step One Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time Thursday, April 15, 2004.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: 04/33/P

Owner's Consultant for Project Delivery of the Buckman Direct Diversion Project

Name, address, and contact information of the proposing firm:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 150 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. The person signing the proposal shall initial any corrections in ink.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the Owner determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted, but only with the Purchasing Officer or the Sangre de Cristo Project Manager, in order that they may understand questions, document the conversation, and make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Director, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be mailed by certified mail with return receipt requested to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the Owner.

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject matter of this RFP shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD OF CONTRACT

The contract is to be awarded based on the Evaluation Committee's evaluation and ranking of qualified proposals as per the proposal evaluation and rating system described herein. The contract award is subject to successful negotiation of modifications to the Owner's Standard Form of Agreement, Attachment A, to incorporate the EJCDC D-500 Standard Form of Agreement including Exhibits A through H ("Professional Services Agreement or "Agreement"). The EJCDC D-500 Standard Form of Agreement is available from the Owner's Project Manager upon request. Successful negotiations will conclude with the agreement of the Owner and the Owner's Consultant, at a minimum, regarding the final language of the Agreement, the schedule for design and construction of the Project, lump sum fees for all Basic Services, definition of and maximum limits on Additional Services, and rules for the Owner's authorization of and reimbursement for Reimbursable Expenses and Additional Services. The contract award is subject to the discretion and consideration of the Governing Body of the City of Santa Fe.

This RFP requires Step One Proposals from all interested Proponents on the due date shown in the Schedule for RFP 04/33/P in this RFP. All responsive submittals will be evaluated based on the Step 1 evaluation criteria. The top-rated Proponents shall be

short-listed based on the totals of the ratings of the Evaluation Committee. The top-rated firms will be invited to participate in Step Two of the Request for Proposal through the preparation and submission of detailed and specific work plans and an associated cost proposal to implement and carry out the work plans. An addendum may be issued that pertains to the requirements for the work plans and cost proposals. Following receipt of the Step Two Proposals, the Evaluation Committee may hold interviews with as many as three top-ranked Proponents. These highest-ranked Proponents will be invited to submit Best and Final Offers. The evaluation of proposals will conclude with the Evaluation Committee's final ranking of the Proponents based on their Step 2 detailed technical work plans, cost proposals, and their Best and Final Offers. If a Proponent does not submit a Best and Final Offer, that Proponent's Step 1 and Step 2 Proposals shall be considered as that Proponent's Best and Final Offer. The Evaluation Committee will then complete its ranking of the Proposals, taking into account the results of the interviews and the Best and Final Offers.

The Owner will then negotiate the Agreement with the top-ranked Proponent. The schedule for these negotiations is included in the Schedule for RFP 04/33/P on page 4 of this RFP. A principal of the Proponent authorized to negotiate and execute the Agreement shall meet with the Sangre de Cristo Water Division Director and staff to discuss the Owner's needs, the Proponent's ideas to meet those needs, and specific procedures and schedules by which the Proponent will prepare the Agreement, incorporating all directly applicable material, as agreed in the meeting, from the Proponent's Best and Final Offer. The top-ranked Proponent shall prepare the Professional Services Agreement Exhibits A through H with modifications to the Proposal fees reflecting the changed level of effort required to accommodate changes, as requested by the Owner, in the Step 2 Proposal detailed technical work plan. The first-ranked Proponent shall prepare and submit modifications to the language of the Agreement, draft Exhibits, a redline of changes to the detailed technical work plan, and associated changes in the cost proposal. This submittal shall document the reasons for all changes in the detailed technical work plan and cost proposal contained in the Proponent's original Step 2 Proposal. Evaluation Committee members will then negotiate with the Proponent to develop final language of the Agreement including Exhibits A through H, incorporating the final work plan and the final schedule of fees and using the Step 2 Proposal work plan and schedule of fees as the baseline. In the event that negotiations are not concluded to the satisfaction of the Evaluation Committee in accordance with the Schedule for RFP 04/33/P, negotiations with the top-ranked Proponent will be suspended and the process will be repeated with the second-ranked Proponent. Following successful conclusion of contract negotiations, the Water Division will submit the contract to the Public Utilities Committee, the Finance Committee, and the Governing Body of the City of Santa Fe for consideration of Award of Contract.

6. RESIDENT and LOCAL PREFERENCE

INTENT AND POLICY

The City recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN-STATE AND OUT OF STATE BIDDERS

With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Services Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472). The process involves a short application and certification by the applicant of the information requested by the state resident preference statute. The certificate is generally issued immediately.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the

state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the city Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the city Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean that it maintains a place of business in Santa Fe County, and that:

- (a) five or more of its employees are residents of the county; or,
- (b) if a corporation, a majority of its outstanding shares are beneficially owned by individuals who are residents of the county; or,
- (c) if a partnership, its partners owning a majority beneficial interest in the partnership are residents of the county; or
- (d) if a sole proprietor, he or she is a resident of the county.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 8% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

New Mexico Resident Preference Number (if applicable)_____

7. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

8. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. ASSIGNMENT AND SUBCONTRACTING

Neither the Professional Services Agreement nor purchase order, nor any interest therein, nor claim under, shall be assigned, transferred, or subcontracted by the vendor, except as expressly authorized in the Agreement or subsequently in writing by the Director of the Sangre de Cristo Water Division. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in costs or changes in the scope of work after award will be valid unless authorized by written change order prepared in accordance with the requirements of the contract.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

6. INVOICING

(A) The Contractor's invoices shall be submitted in accordance with the requirements of the Agreement. Invoices shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the work performed for which payment is requested, and requested payment. Each invoice shall state the percent of completion of each Basic Services task, the fixed fee for each task, the total earned, which is equal to task percent complete times the task fixed fee, the amount previously invoiced, and the amount requested for payment under the current invoice, which is the total earned less the amount previously invoiced. The invoices shall include itemization and explanation of Additional Services and Reimbursable Expenses in accordance with the Agreement.

(B) Invoices must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT with a duplicate to the Owner's Project Manager.

7. **METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor and these causes have been made known to the Owner in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the Owner.

11. **THIS RFP DESCRIBES A PRIVATE/PUBLIC PARTNERSHIP PROJECT; POTENTIAL PROPONENTS' COMMENTS ARE SOLICITED**

The Buckman Direct Diversion Project is crucially important to the City of Santa Fe. The City of Santa Fe has determined that conventional project deliver methods are less likely to meet the City of Santa Fe's objectives for this crucial project; alternative project delivery methods involving private/public partnership concepts are more likely to meet those objectives. This RFP contains the City's initial definition of how this private/public partnership will work. Comments and suggestions for the improvement of the concepts of the RFP and its private/public partnership arrangements, its language, and its methods for allocation of risk and reduction of risk for all the parties to this project are solicited from interested bidders. Contact Rick Carpenter, Sangre de Cristo Water Division Project Manager, at (505) 955-4206 to discuss suggested improvements.

Sangre de Cristo Water Division

Owner's Consultant For

Project Delivery of the Buckman Direct Diversion

BACKGROUND INFORMATION

The Sangre de Cristo Water Division is the City of Santa Fe's municipal water utility. It provides water service to customers within and outside of the municipal limits. Current water supplies are insufficient to meet current water demand plus the additional water demand associated with current commitments to provide water supply to new development. Current water sources-of-supply include the Santa Fe River surface water system, the Santa Fe City well field, the Buckman well field including the newly constructed wells 9 through 13, and other miscellaneous wells.

The Owner intends to design and construct facilities constituting the Buckman Direct Diversion Project. The U. S. Forest Service is preparing an environmental impact statement for the Project. The Owner and the County of Santa Fe have filed a joint application for a New Mexico Office of the State Engineer permit to divert approximately 5600 acre feet per year of San Juan-Chama Project water contracted to the Owner and the County of Santa Fe. The Owner intends that the Buckman Direct Diversion facilities will be successfully operating to treat and deliver the 5600 acre feet per year of water to City and County customers no later than Spring 2008. The Owner desires an expedited schedule with earlier completion to the extent practical. The County of Santa Fe and Las Campanas are expected to file other Office of the State Engineer permit applications to authorize diversion of other water rights through the Buckman Direct Diversion Project.

The Buckman Direct Diversion Project (Project) includes the following facilities integrated into a fully functioning system that comprises the Project: riverbed shaping and stabilization in the vicinity of the diversion, the Diversion Intake Structure consisting of a screened intake with pumps along the east bank of the Rio Grande, sediment separation and disposal facilities, the potable water treatment plant, residuals processing and disposal facilities, treated water storage tanks, booster pump stations, pipelines for conveyance of treated water, and interconnections of transmission lines conveying treated water from the Project to the existing water utility transmission and distribution system serving Owner customers.

Figure 1 is a map illustrating the Project facilities and related City facilities (see attached map). The Project facilities are conceptually identified and sized as follows. The Diversion Intake Structure will divert a peak flow of 32 cubic feet per second (cfs) from the Rio Grande to the sediment removal facilities. Separated river sediment will be returned to the Rio Grande with approximately 4 cfs of the diverted water. A pipeline system with a peak flow capacity of 28.2 cfs, or 18.25 million gallons per day (mgd), including raw water booster pump stations located at the sedimentation facilities site and at an intermediate location, will convey raw water for

treatment at the Municipal Recreation Complex Water Treatment Plant (MRC WTP) and for delivery to Las Campanas. The peak rates of raw water delivery for these two uses are 15 MGD and 3.25 mgd, respectively. A third raw water booster pump station and pipeline is included in order to provide peak delivery of 3.25 mgd to an interconnection point leading to the Las Campanas irrigation systems and a Las Campanas water treatment plant to be designed and constructed by others at a location outside the Project boundaries. The MRC WTP is part of this Project. Treated water will be stored in two new finished water storage tanks located at the MRC WTP, each with 8 million gallon capacity. Two treated water booster pump stations and interconnecting pipelines with capacities of 8.9 and 15 mgd will be constructed at the MRC WTP. The associated discharge pipelines will be connected to the Owner's existing transmission and distribution system to provide treated water from the Buckman Direct Diversion for distribution to the Owner's customers.

Appendix A is a table of unit process selection and performance criteria previously developed for this project.

Appendix B is a project cost estimate previously prepared by a Contractor to the Sangre de Cristo Water Division. The estimated total cost of the Buckman Direct Diversion Project is approximately \$100 million.

Proponents shall respond to the information in Appendices A and B in developing their Proposals.

The Owner has considered conventional and alternative project delivery methods for the Buckman Direct Diversion. This consideration included listing and evaluating project delivery objectives, which are listed below in no order of priority:

1. Save on overall costs
2. Know costs early in the process
3. Minimize risk of additional project costs at the time of contracting for the construction of the facility.
4. Shift risk of performance and costs from the Owner to its Contractors
5. Obtain expertise and labor capacity to manage the project delivery through its Contractors
6. Provide for a single point of contact for the Owner for delivery of the project
7. Obtain a high quality project that reliably meets performance requirements
8. Minimize claims, change orders, and the risk of disputes and litigation in the delivery of the project
9. Establish a firm delivery schedule early
10. Maintain that firm delivery schedule

11. Reliably produce treated water for the Sangre de Cristo water system customers in the shortest practicable period of time
12. Provide for innovation and creativity during design

The Owner determined that use of alternative project delivery methods might best meet these objectives. The alternative project delivery method to be used includes contracting with an Owner's Consultant to oversee the Project Delivery on behalf of the Owner. The Owner's Consultant will be selected as the result of its Proposal submitted in response to this RFP. A Design/Build Contractor ("DB Contractor") will be selected based on its bid in response to Procurement Documents, which will be prepared for the Owner by the Owner's Consultant. The Procurement Documents include the Design/Build Contract ("DB Contract") between the Owner and the DB Contractor.

The Owner's Consultant shall be a firm regularly engaged in the business of providing engineering services to Owners for the design and construction of water treatment and conveyance facilities and having experience in the management of design/build projects on behalf of Owners. Alternately, the Owner's Consultant may be a firm specializing in providing professional services to Owners to manage and oversee design/build processes on behalf of Owners teamed with a design engineering firm with expertise in water treatment and conveyance systems. All work of the Owner's Consultant under this RFP that is related to design of the Project shall be under the direction and supervision of a professional engineer with a current New Mexico engineering license as of the date of submittal of the Best and Final Offer.

The Buckman Direct Diversion Project will provide water to three entities, including the Owner, the County of Santa water utility via the Owner's facilities, and Las Campanas. It is anticipated that the City of Santa Fe ("Owner") will own and will have sole responsibility for the operation of the Buckman Direct Diversion Project. The Owner will provide water to the other two entities under the terms of its contracts with them. However, the other two entities may also have ownership interests and responsibilities. Las Campanas will receive only raw water following sediment removal and will separately arrange for delivery of its water treatment and conveyance facilities that are not a part of this Project. In any case, the Owner's Consultant will contract only with the City of Santa Fe to provide for and oversee the delivery of the Project. The DB Contractor will contract only with the City of Santa Fe to design, construct, and initially operate the Project.

OWNER'S OBJECTIVES FOR THE ALTERNATIVE PROJECT DELIVERY OF THE BUCKMAN DIRECT DIVERSION

The Owner has further developed its Project objectives to include the following:

1. Provide for innovation in design and construction.
2. Provide for efficiency and speed in the delivery of the Project and associated cost savings.
3. Provide for a high degree of certainty of the City of Santa Fe's maximum project costs and of the Project delivery schedule culminating in timely, reliable operations and satisfactory performance of the Project.
4. Provide for the timely delivery and the initial acceptable and reliable operation of the Project to help supply the water needs of the Owner's customers no later than Spring 2008, and earlier if practical.
5. Minimize and efficiently manage claims, change orders, and the risk of disputes and litigation in the delivery of the Project.
6. Meet Project water quality performance criteria including the aesthetic quality (taste and odor) requirements that may be the determining factors in the selection and sizing of unit treatment processes, which will affect the capital costs of design and construction.
7. Reduce, to the minimum extent practical, the increased professional, operations, and legal workload needed to be performed by the Owner's professional staff, operations managers and staff, and legal counsel, to manage the delivery of the Project.
8. Optimize the features and cost of the Project design and assure high quality of the constructed public water utility facilities and equipment comprising the project in order to:
 - a. Reasonably minimize the following operations requirements: energy for operations, numbers of Project operations and maintenance staff, supplies and chemicals, and equipment replacement and refurbishment requirements and costs, and,
 - b. Assure that the Project upon completion will produce and convey high quality and aesthetically acceptable drinking water with virtually perfect system reliability and with a specified margin of safety between the quality of the water produced by the facilities and all applicable water quality regulatory standards and requirements.
9. Assure the delivery of the Project and provide for the Owner's continued reliable water utility operations in compliance with all regulatory requirements throughout the delivery of the Project. Minimize service interruptions and disruption of operations of the Owner's existing water utility system throughout the delivery of the Project, including the interconnection of Project facilities with the existing water utility infrastructure and the ultimate conveyance of responsibility for the management and operations of Project facilities to the City of Santa Fe.

10. Implement new Owner's staff positions to manage, operate, and maintain the Project in a phased manner.

The Owner expects that the Owner's Consultant will accomplish these objectives, by way of but not limited to, design and management of a procurement process and the resulting lump sum or maximum cost DB Contract between the Owner and the DB Contractor for the design, construction, and start-up and for a period of Project management, operations, and maintenance that will commence with conclusion of successful start-up.

DEFINITION OF THE PROCESS TO DEVELOP A COMPREHENSIVE PROJECT DELIVERY STRATEGY

Several of the Owner's multiple objectives for the alternative project delivery of the Buckman Direct Diversion Project are competing. That is, maximization of a specific objective will be at the expense of satisfaction of one or more other objectives. The purpose of this section of the RFP is to state the Owner's vision of the process by which it will make decisions regarding how these multiple and competing objectives will be balanced.

The process includes, in sequential order and in order of increasing definition of the Strategy:

1. The work accomplished to date that has conceptually defined the Buckman Direct Diversion Project and met certain of the regulatory requirements that are prerequisites to design and construction or operations.
2. The Owner's decision to use alternative project delivery methods to deliver the Project.
3. This RFP, which includes this skeletal outline and the Owner's objectives for the remainder of the process ultimately leading to Owner acceptance of the constructed Project.
4. Proposals, which will provide Proponent's visions of the remainder of the process, guided by this skeletal outline, the Owner's objectives, and any changes that may be made by addendum to this RFP pursuant to the Section 13 of the General Conditions and pursuant to recommendations for changes made in Step One proposals.
5. The Professional Services Agreement between the Owner and the selected Owner's Consultant, which will lock in an overall risk allocation and management strategy for the delivery of the Project and which will define the alternative preliminary design fees of the Owner's Consultant for alternative distributions of preliminary design responsibility between the Owner's Consultant and the DB Contractor as defined in the Agreement,
6. Phase A, during which the Owner's Consultant will analyze and provide its analysis and recommendations regarding:

- a. Alternatives for Project delivery and associated trade-offs between the Owner's multiple and competing objectives,
 - b. Specifics of implementation of risk allocation and management in accordance with the overall strategy included in the Professional Services Agreement, and
 - c. Specific distribution of Project preliminary design responsibility between the Owner's Consultant and the DB Contractor,
7. Phase A, during which the Owner will select the degree-of-preliminary-design-by-the-Owner's-Consultant alternative and associated alternative preliminary design fee described in the Professional Services Agreement and during which the Owner's Consultant, in consultation with the Owner, will define in detail all remaining aspects of the overarching strategy for the delivery of the Project,
8. Completion of Phases B & C, in which the Owner's Consultant will contractually implement the roles, responsibilities, and risks assigned to the DB Contractor through the development and execution of the DB Contract, and
9. Completion of Phase D, in which Owner's Consultant will implement the fully defined strategy through the Owner's Consultant's oversight of the DB Contractor's performance of the DB Contract.

The Owner expects that the Professional Services Agreement between the Owner and the Owner's Consultant will specify allocation of risks and responsibilities to the three major parties involved in the Project, which are the Owner, the Owner's Consultant, and the DB Contractor. That Agreement will allocate risk as between the Owner and the other two parties. The risks to be allocated include, but are not limited to, quality of the design and construction, cost of the project, and timely completion of the agreed schedule for completion. The Owner's Consultant will be contractually responsible to the Owner, to the degree defined in the Professional Services Agreement, for maintaining that risk allocation through the completion of Owner's acceptance of the Project.

The Owner also expects the Professional Services Agreement between the Owner and the Owner's Consultant will specify the process by which the trade-offs associated with degree of preliminary design by the Owner's Consultant will be evaluated and discussed with the Owner such that Owner can decide the degree of preliminary design to be provided by the Owner's Consultant. The Owner additionally expects that the Professional Services Agreement will specify the alternative lump sum compensation due to the Owner's Consultant regardless of which alternative for the degree of preliminary design performed by the Owner's Consultant is selected by the Owner.

SCOPE-OF-SERVICES OF THE OWNER'S CONSULTANT

The Owner's Consultant shall provide essentially all professional services for the Owner that are necessary to fully develop the strategy for the delivery of the Project and to oversee and manage the procurement, design, construction, and initial operation of the Buckman Direct Diversion Project by the DB Contractor.

The principal duties of the Owner's Consultant will be to prepare procurement documents and a Design/Build Contract ("DB Contract"), including specifications and performance requirements, and to manage and oversee the Owner's procurement of the services of a qualified contractor to design, build, and initially operate the Buckman Direct Diversion Project in conformance with the DB Contract and the associated specifications and performance requirements. The Design/Build Contractor ("DB Contractor") will contract with the Owner to fulfill the DB Contract for the contracted lump sum fixed fee or maximum fee amount of that contract.

The Owner's Consultant will oversee the DB Contractor's performance of the DB Contract on behalf of the Owner. The Owner anticipates that the Owner's Consultant will provide the full-time services of the Owner's Consultant's Resident Project Representative, and staff as necessary, to adequately conduct this oversight.

The Owner expects the Owner's Consultant, selected through this RFP, to capably and faithfully elicit, evaluate, ascertain through consultation with the Owner's staff and decision-makers, document, and represent and carry-out the Owner's interests as the Owner's Consultant provides engineering and professional services on behalf of the Owner to deliver the Project.

Throughout the Project, the Owner's Consultant shall skillfully and appropriately communicate and coordinate with the Owner's Project Manager and other representatives of the Owner.

The Owner prefers the Professional Services Agreement provide that as much of the total work of the Owner's Consultant as is practical is included in Basic Services, with associated lump sum fixed fees. Other portions of the work, which the Owner prefers be kept as small and few as is practical, may be defined as Additional Services with compensation for the Owner's Consultant's labor and reimbursable expenses at agreed unit rates and at cost, respectively. Categories and types of expenses of the Owner's Consultant that are eligible for reimbursement by the Owner in addition to lump sum fees shall be minimized. Mark-ups for reimbursable expenses shall be incorporated within the lump sum fees. The Owner recognizes that some parts of the Owner's Consultant's work may be affected by delays or problems beyond the control of the Owner's Consultant. Regardless, the Owner expects the Owner's Consultant to use its best efforts to timely identify, address, and resolve these issues and minimize their impacts on the Project costs and schedule, including minimizing the total Additional Services fees for all Additional Services performed by the Owner's Consultant. Therefore, the Owner also prefers that Additional Services be subject to maximum compensation limits per category of Additional Service, except for Additional Services required to address issues that clearly are not subject to the control or influence of the Owner's Consultant.

This RFP does not define the tasks and functions of the Owner's Consultant that will be included in Basic Services and the other work that will be included in Additional Services. The Owner's general guidelines and preferences are as follows:

1. Phase A (Phases are defined below) shall all be completed under Basic Services, except for specific Additional Services requested by the Owner that are not included in the detailed and comprehensive definition of Basic Services because the level of effort cannot reasonably be determined in advance.
2. Phase B Additional Services will be limited to tests and investigations by the Owner's Consultant that are determined by the Owner to be necessary to reduce uncertainty in the preparation of bids by design/build contractor candidates and which are not included in the detailed and comprehensive definition of Basic Services.
3. Phase B Basic Services will provide for alternative lump sum compensation amounts, depending on the Owner's selection of a specific alternative for degree of preliminary design by the Owner's Consultant as provided in the Professional Services Agreement.
4. Phase C shall all be completed under Basic Services, except for a daily rate for increased time of performance of Phase C over the baseline duration for Phase C specified in the Professional Services Agreement caused by delays that are no fault of the Owner's Consultant.
5. Phase D Basic Services will provide for the comprehensive services of the Owner's Consultant, including the services required for oversight of Project start-up and initial operations by the DB Contractor.
6. Phase D Additional Services will provide for a daily rate for increased time of performance of Phase D over the baseline duration for Phase D specified in the Professional Services Agreement caused by delays that are no fault of the Owner's Consultant.

Proposals shall define, by Phase, in the Step One Proposal and in the Step Two detailed technical work plan and cost proposal, what work is included in Basic Services and what is defined as Additional Services.

The roles and responsibilities of the Owner's Consultant for Project Delivery of the Buckman Direct Diversion on behalf of the Owner include but are not limited to:

Phase A: Conceptual Design of Design/Build Process

1. The Owner's Consultant shall elicit the Owner's detailed objectives, needs, constraints, preferences, requirements, and criteria for delivery of the Buckman Direct Diversion Project.
2. The Owner's Consultant will analyze and provide its analysis and recommendations regarding:
 - a. Alternatives for Project delivery and associated trade-offs between the Owner's multiple and competing objectives and other relevant Project delivery criteria, including but not limited to providing for efficiencies and innovation by the DB Contractor, risk of increased total project or operating costs, risk of untimely Project Delivery, reduction of time to complete the Project, Project performance, risk of less than required or desirable performance, quality and reliability of Project facilities, degree of Project facilities automation, reduction in staffing requirements due to design features, and other preferences of the Owner;
 - b. Specifics of implementation of risk allocation and management in accordance with the overall risk allocation specified in the Professional Services Agreement; and
 - c. Advantages and disadvantages of the alternatives for distribution of Project preliminary design responsibility between the Owner's Consultant and the DB Contractor, as defined in the Professional Services Agreement.
3. The Owner's Consultant shall make recommendations to the Owner regarding additions and changes to the Owner's objectives, needs, constraints, preferences, requirements, and criteria and the reasons for those recommended changes or additions. The Owner's Consultant shall facilitate and obtain the Owner's decisions regarding the Owner's final objectives and criteria for delivery of the Project.
4. The Owner's Consultant will inform and facilitate the Owner's selection of the degree-of-preliminary-design-by-the-Owner's-Consultant alternative and associated alternative preliminary design lump sum fee described in the Professional Services Agreement.
5. The Owner's Consultant, in consultation with the Owner, will define in detail all remaining aspects of the overarching strategy for the delivery of the Project.
6. The Owner's Consultant will finalize specific strategies for risk management, consistent with the allocation of risk specified in the Professional Services Agreement, in order to reduce the Owner's risks of project cost increases and overruns subsequent to the execution of the DB Contract, delays in initial satisfactory operations, deficiencies in the quality and needed features of facilities and equipment, and performance that fails to meet requirements.
7. The Owner's Consultant will advise the Owner and obtain the Owner's decision regarding the duration of management, operations, and maintenance of the Project

facilities by the DB Contractor subsequent to successful conclusion of the DB Contractor's start-up of the Project.

8. The Owner's Consultant shall design and specify a quality assurance/quality control ("QA/QC") program for the delivery of the Project.
9. The Owner's Consultant shall then prepare a comprehensive plan to deliver the project. The Owner's Consultant shall prepare a Project Manual to document that plan. The Project Manual shall explicitly describe the objectives for project delivery, the alternatives that were considered, and the decisions of the Owner, made in consultation with the Owner's Consultant, to meet those objectives. The Project Manual shall also describe in detail the selected approach to limit the Owner's risk through the deliberate allocation of risk among the Owner, the Owner's Consultant, and the Contractor. The Project Manual shall provide a detailed plan for procurement of a qualified Contractor. The Project Manual shall include a detailed Critical Path Method schedule for the Project and shall specify the software, methods and responsibilities by which this schedule shall be tracked, maintained, and used to meet delivery schedule objectives. Functionality of the Critical Path Method schedule, maintenance of information, and software shall include but is not limited to tracking and maintaining current information regarding actual versus planned progress, budget expended versus project percentage completion, invoices and payments, ordering and receipt of materials, field and change orders. The Project Manual shall also contain the details of the QA/QC functions that the Owner's Consultant will apply during Phases B, C, and D of the Project and those QA/QC to be performed by the DB Contractor. The Project Manual shall be drafted, reviewed, and completed in consultation with Owner's Project Manager and other Owner representatives such that the Project Manual reflects both the recommendations of the Owner's Consultant and the Owner's acceptance of those recommendations, or the Owner's directed changes to the Project Manual and the acceptance of those changes by the Owner's Consultant.
10. The Owner's Consultant shall provide and install a copy of the Critical Path Method scheduling software with the Project schedule on the personal computer assigned by the Owner for the use of the Owner's Project Manager and thereafter shall furnish updates in accordance with the Project Manual, at an appropriate frequency agreed by the Owner and the Owner's Consultant.
11. The Owner's Consultant shall determine the permits, easements, and rights-of-way required to deliver the Project and shall develop detailed plans, including specific assignment of responsibility to the three major project entities, to meet all of these requirements.

Phase B: Develop Necessary Preliminary Engineering Design, Project Operations Staffing, and Design/Build Procurement Documents

All work in Phase B shall be consistent with the decisions made in Phase A and documented in the Project Manual or specific amendments to those decisions made during Phase B. Phase B shall include full consideration of all information developed to date by the Owner and included in the Procurement Library. This information shall be augmented by work in Phase B, as determined necessary during Phases A and B.

1. The Owner's Consultant shall prepare Project preliminary design and all documents needed to procure and contract for the services of the DB Contractor, including but not limited to, plans, specifications, and criteria for the Project design and construction.
2. The Owner's Consultant shall design or specify, to the extent necessary to minimize ambiguity of requirements and to minimize disruption of operations, all interconnections between the Owner's existing water system facilities and pipelines and the Project.
3. The Owner's Consultant shall design or specify the water quality/chemistry requirements of the treated water produced by the Project to assure its compatibility with water from other sources of supply in the Sangre de Cristo Water Division system and with reasonably foreseeable materials of construction comprising that system.
4. The Owner's Consultant may specify the unit processes. Alternately, or additionally, the Owner's Consultant may specify detailed water treatment design and performance criteria as necessary to assure the constructed Project provides the quality of treated water required by regulatory authorities or desired by the Owner, whichever is more stringent. The selected unit processes and performance criteria shall address quality of design and construction and performance requirements, including but not limited to staffing, peaking capacity, unit process loading rates, storage, automation of facilities, power requirements, costs of chemicals, waste/solids management and disposal, and other operations costs in order to meet the Owner's objectives and as determined in Phase A.
5. The Owner's Consultant shall conduct measurements and testing of site conditions as specified in the Project Manual to reduce the uncertainty regarding site conditions pertinent to the development of bids by prospective DB Contractors.
6. The Owner's Consultant shall prepare all procurement documents, including the DB Contract between the Owner and the selected DB Contractor, to procure the services of a qualified DB Contractor that will design, construct, start-up, and initially operate the facility. The Owner's Consultant will prepare the procurement documents to deliver the Buckman Direct Diversion Project, including description of all of the DB Contractor's Contractual responsibilities to the Owner as necessary to assure that the delivered Project meets the Owner's Project objectives. The Procurement Documents shall utilize a two-step procurement process for design/build projects in conformance with the Owner's

procurement rules regarding procurement of the services of design/build contractor for a design/build project.

7. The Owner's Consultant shall develop staffing requirements for the Owner's management and operation of Project facilities commensurate with the Owner's Consultant's specification of sufficient automated instrumentation and control systems to optimize required staffing.

Phase C: Oversee the Procurement of a Qualified DB Contractor Resulting in an Executed Design/Build/Initially Operate Contract

The Owner's Consultant shall oversee, manage, and conduct the Owner's procurement process, in coordination with the Owner, for the Owner to select and contract with a qualified DB Contractor that will design, construct, start-up, and initially operate the Project. Phase C work shall be conducted in accordance with the decisions made in Phase A and documented in the Project Manual, as amended.

1. The Owner's Consultant will implement the procedures identified in the Project Manual in compliance with all of the Owner's relevant procurement rules to conduct and coordinate the procurement process.
2. The Owner's Consultant will assist the Owner's Evaluation Committee to evaluate Step One and Step Two Proposals and select the top-ranked bidder. This assistance shall include but is not limited to the Owner's Consultant's solicitation of potential bidders, investigation of the qualifications, experience, and professional reputation of bidders, prequalification of bidders as part of the structured procurement process, and evaluation of Step One and Step Two proposals received.
3. The Owner's Consultant, in cooperation with the Owner, will negotiate the DB Contract with the top-ranked bidder.
4. The Owner's Consultant will assist the Owner's Project Manager to coordinate and expedite all associated Owner processes, reviews, and approvals, culminating in an executed DB Contract between the Owner and the DB Contractor.

Phase D: Oversee the Delivery and Achievement of Full Required Performance of the Buckman Direct Diversion Project

The Owner's Consultant shall oversee the DB Contractor's implementation of the design-build process on behalf of the Owner, paying particular attention to quality assurance/quality control processes and results, timeliness of the delivered project, and allocation of responsibility and

risk. The work of the Owner's Consultant in Phase D shall be conducted in accordance with the decisions made in Phase A and documented in the Project Manual, as amended.

1. The Owner's Consultant will enforce the terms of the DB Contract between the Owner and the DB Contractor that is contracted to implement the design/build process and construct the facilities comprising the Buckman Direct Diversion.
2. The Owner's Consultant will implement QA/QC functions to be performed by the Owner's Consultant and will oversee and evaluate those QA/QC functions performed by the DB Contractor.
3. The Owner's Consultant will identify, manage, and timely resolve any problems arising during design or construction of the project which will require a change order, which may increase the risk or cost to the Owner above those risks and total costs that were agreed and contracted, which may adversely affect project quality, longevity, or operability, or which will delay the date of initial successful operation.
4. The Owner's Consultant will timely review the DB Contractor's payment requests, approve and certify them for payment, or remand them to the Contractor for revision when necessary.
5. The Owner's Consultant will oversee the DB Contractor's start-up and successful initial operation of the facilities comprising the Buckman Direct Diversion and continued operation of the facility for a period of one year.
6. The Owner's Consultant will identify requirements for changes to facilities or equipment to satisfactorily remedy deficiencies identified during initial operations. The Owner's Consultant will work with the DB Contractor under the terms of the DB Contract to implement those remedies.
7. The Owner's Consultant will develop or will oversee the development by the DB Contractor of management, operations, and maintenance documentation of Project facilities and equipment and training of the Owner's Project operations staff.
8. The Owner's Consultant will oversee the transition from Contractor operations of the Project to Owner operations with the Owner's staff, at the conclusion of the elapsed time period from the date of the successful conclusion of Project start-up and initial operations as specified in the Project Manual.

Procurement Library available for Owner's Consultant for the Delivery of the Buckman Direct Diversion Project--RFP 04/33/P

The following is a non-exhaustive list of Sangre de Cristo Water Division reports and other documents that may be beneficial to the respondents in this RFP process. Copies of these reports are available in the procurement library for 2-hour checkout at the Owner's offices at 801 W. San Mateo between 8 am and 5 pm. Please contact Lisa Noriega (955-4244) or Lesley C. de Baca (955-4202) to visit the library. Copies of the reports can be made at the water division at a cost of \$0.25/ page. Additionally, Kinko's at 730 St, Michaels Drive has most of the reports for use by potential Proponents to make copies.

Boyle Engineering Corporation, December 2003, City of Santa Fe Water Division Capital Improvement Projects Master Plan

Camp Dresser & McKee, January 2001, Water Supply Analysis for the City of Santa Fe

Camp Dresser & McKee and CH2M Hill, February 2002, City of Santa Fe, Santa Fe County and Las Campanas, LLP: Buckman Surface Diversion Project- Project Description and Preliminary Construction, Operations and Maintenance Plan

Camp Dresser & McKee, September 2002, Feasibility Study and Recommendation for San Juan-Chama Water Diversion, prepared for the City of Santa Fe and Santa Fe County

Camp Dresser & McKee, January 2004, MRC WTP Water Quality Studies and Evaluations Project

Buckman Direct Diversion OSE Application

Others may be added at the discretion of the Owner

SUBMITTAL REQUIREMENTS FOR STEP ONE PROPOSALS

In order to provide for the selection committee's convenient comparison and ranking of proposals, all proposals shall be prepared and submitted following the format specified below. Each of the numbered items in the list below shall be a section of the proposal. The sections shall be presented in the same order as the list. Step One Proposals shall be limited to a total of 35 pages, exclusive of resumes for key Project staff. Resumes shall be appended. Eight copies of the proposal are to be submitted on or before the stated submittal deadline.

1. Letter of introduction and commitment: A letter which includes the Proponent's company name, address, telephone number and fax number as well as the following:
 - a. the name of the contact person for the submittal;
 - b. the authorized signature and name and title of the firm's principal(s) responsible for the Proponent's proposal and who, if the proponent is successful, will have primary responsibility for the quality and adequacy of the Proponent's proposed work;
 - c. identification of all proposed subcontractors with a summary of their proposed roles;
 - d. identification of all the Proponent's locations where the work will be done and a general description of the work that will be done in each location;
 - e. a summary of the commitments of the Proponent that the Proponent, if awarded the contract to provide the scope of services as described in this RFP, will make to assure quality, thoroughness, and timeliness of its professional services; and
 - f. a statement that the Proponent, if awarded the contract, will comply with the terms and conditions set forth within the RFP and the associated Professional Services Agreement, including explicit identification of any exceptions.
2. Proponent's generalized approach to the work: A generalized section of the Proposal that (1) summarizes the Proponent's overall understanding of and approach to the scope of work and (2) provides a general approach that integrates all of the Owner's Consultant's roles, responsibilities, and proposed work on behalf of the Owner. This section shall address and describe:
 - a. the Proponent's general philosophies of providing engineering and professional services as the Owner's Consultant in a design/build project environment;
 - b. the Proponent's philosophy of and approach to working with the Owner's staff as the engineer and agent for delivery of a major, high-priority potable water delivery project in a design/build project environment;
 - c. the Proponent's proposed general approach to developing procurement documents and the DB Contract providing for the services of the DB Contractor; and
 - d. the Proponent's recommended general approach for assuring quality, value, and performance of the equipment and facilities comprising the delivered Buckman Direct Diversion Project given the design/build environment; and

- e. the Proponent's understanding of the Owner's needs for risk allocation and management and the Proponent's general overarching risk allocation and risk management recommendations.
3. Discussion of Sangre de Cristo's Goals and Objectives for the Alternative Project Delivery of the Buckman Direct Diversion: A substantive section that is intended for the Proponent to evaluate and provide feedback and recommendations regarding the goals and objectives as specifically stated in the similarly titled section of this RFP.
 4. Discussion and evaluation of the allocation of risk involved in the Alternative Project Delivery of the Buckman Direct Diversion: A substantive section generally describing the Proponent's proposed allocation and management of risk in this design/build project environment. The Proponent shall assess and describe the Owner's risks in undertaking the design/build delivery of this Project. The Proponent shall describe and support recommendations for the allocation of risks, including detailed recommendations for insurance and bonding. The Proponent shall describe and provide its reasons and mechanisms for the Owner to transfer specific risks to the Owner's Consultant for its acceptance and management, or to have the Owner retain responsibility for specific risks but with the Proponent's professional assistance to reduce and manage those risks, or to allocate specific risks to the DB Contractor with specified design and management processes that are the responsibility of the Owner's Consultant to maintain that risk allocation. Address the potential costs and disadvantages to the Owner of reallocation of risks from the Owner to either the Owner's Agent or the DB Contractor.
 5. Identification and discussion of specific recommendations to define and provide for adequate Project performance; high quality and reliability of facilities and equipment, low ongoing operations costs, and timeliness of delivery: A substantive section that describes the proposals and recommendations of the Proponent, including specific processes and requirements to be conducted by the Owner's Consultant, to provide for these important objectives of the Owner in this design/build Project.
 6. Specification of Project requirements: A substantive section intended to generally describe the Proponent's intended content and the criteria and process for development of that content for inclusion in the procurement documents for the DB Contractor. Proponents shall address how the procurement documents they will oversee on behalf of the Owner will provide for:
 - a. Definition of acceptable performance, completion of start-up and commencement of the period of Project operations, maintenance, and management by the DB Contractor
 - b. Performance of Project to meet water quality requirements for all regulated contaminants and provide for aesthetically acceptable treated water at design flow
 - c. Selection of unit processes comprising the treatment train
 - d. Redundancy and operability/maintainability of parallel process units and equipment

- e. Reduction and control of operations costs
- f. Instrumentation, controls, and automation of processes and equipment and collection of operations data and information
- g. Carefully planned interconnections of new with existing water facilities that minimize localized service interruptions and totally avoid large-scale service interruptions
- h. Measurement of performance, identification of problems with facilities or equipment that require correction, and procedures to obtain correction of those problems by the DB Contractor
- i. Quality assurance/quality control
- j. Operating period by the DB Contractor following successful start-up, including training of Owner's operations personnel
- k. Disincentives for the DB Contractor to under perform or cut corners
- l. Intended warranties or guarantees of the DB Contractor for Project performance, facilities and equipment defects, and operations costs

7. Relative Roles and Responsibilities: A substantive section that specifically addresses the Proponent's recommendations for division of the total work of the delivery of the Project between the Owner's Consultant and the DB Contractor. This section shall address the specific and relative roles and responsibilities of the Owner, the Owner's Consultant, and the DB Contractor with respect to:
- a. Completion of preliminary facilities design to be accomplished by the Owner's Consultant as the basis of the procurement of the DB Contractor and describing the means by which that preliminary design work should be measured and assessed by the Owner in terms of its completeness and adequacy.
 - b. Allocation of responsibility and associated risks regarding
 - a. providing for performance of the Project facilities to produce treated water that meets water quality requirements;
 - b. providing certainty of total project costs at the time of DB Contract execution;
 - c. providing certainty of timely completion at the time of DB Contract execution;
 - d. providing for high quality of facilities and equipment in order to provide reliable ongoing potable water treatment for Santa Fe's water system customers over the lifetime of the facility;
 - e. providing for operability and maintainability of facilities and equipment with an optimum balance between numbers and skills of staff required and the degree, cost, redundancy, and quality of equipment, process units, and automated systems of monitoring and control;
 - c. Implementing quality assurance and quality control functions.
 - d. Identifying and providing for correction of deficiencies during the period of initial operation of the Project by the DB Contractor; and
 - e. Addressing all other topics of roles, responsibilities, or division of work deemed important by the Proponent but not specifically itemized above.

- f. Provide an organizational chart that illustrates the relative roles and responsibilities of the three entities by function or job title.
8. Proponent's Corporate Qualifications, Experience, and Financial Stability: a substantive section of the proposal that describes the qualifications, experience, and financial resources and stability of the Proponent. This section shall describe the qualifications and experience of the Proponent and key subcontractors, if any, in overseeing alternative delivery method contracting with a design/build contractor for the design, construction, and initial operation of complex water utility facilities. In other words, it shall describe the Proponent's corporate experience that is directly relevant to the scope of services of this RFP. The Proponent's specific roles shall be described for two or more such projects, along with the cost, size and complexity of the project. The Proponent shall also include financial information to demonstrate the financial resources and financial stability of the Proponent.
9. Qualifications and Experience of Key Personnel. This section shall identify the Proponent's key project personnel, including those key personnel employed by or as subcontractors. Provide a summary of each key person's project role and his or her qualifications and experience that are directly relevant to the scope of services of this RFP. Address whether or not these Key Personnel are guaranteed to be available for this Project if Proponent is successful. Address procedures by which alternative Key Personnel would be proposed and substituted in the event a Key Person is not available or leaves the Project.
10. Water Division Staffing, and Communication/Coordination with the Owner: The Proponent's assessment of the Owner's Project staffing levels. What are the Project roles and responsibilities of the Owner? Describe functions that the Owner's personnel will need to perform. Proponents are requested to describe their assessment, based on their experience, regarding the Project staffing levels that the Owner should provide to coordinate the project with the Owner's Consultant. Describe two levels of effort, in terms of full time equivalent personnel: the minimum level required and the Proponent's recommended level. If various parts of the Project require different staffing by the Owner, those different parts of the Project and staffing levels should be identified and described.
11. References: A minimum of three Proponent references, consisting of client project managers or owner representatives for projects described under item #2, above, shall be provided along with contact information. Additionally, the Proposal shall identify two references for proposed project manager and the discipline experts that the Proponent has identified as being key to the success of this work. References shall not be identified in the proposal unless they have specifically agreed to be contacted by the Owner.

12. Other pertinent information: Other pertinent information that Proponent wishes to include for consideration by the City.
13. Proposed Modifications to the Proposed Professional Services Agreement: The Owner intends to negotiate changes to the *EJCDC D-500 Standard Form of Agreement Between Owner and Owner's Consultant for Professional Services—Design/Build Project* and the associated Exhibits A through H as the Professional Services Agreement between the Owner and the selected Proponent. Proponents are requested to address four concerns of the Owner in this section: (1) the accountability of the Owner's Consultant and the DB Contractor for performance and for the many aspects that comprise quality; (2) minimization of the Owner's risk of increased total costs including operating costs, non-timely achievement of satisfactory facility performance, and lack of quality of the constructed facilities, including performance, operability, maintainability, reliability, and efficiency; (3) reasonable minimization of the roles and responsibilities of the Owner's staff, and (4) the reasonable maximization of the Project work performed by the Owner's Consultant under Basic Services and minimization of Additional Services work, cost, and workload for review and approval of the Owner. Proponents are requested to discuss how the *EJCDC D-500 Standard Form of Agreement Between Owner and Owner's Consultant for Professional Services—Design/Build Project* and the associated Exhibits A through H might be modified to address these concerns, in concert with the Proponent's overall Proposal. Proponents may propose and explain other specific changes identified by the Proponent.
14. Recommended changes in the Owner's Approach to this Project. This is an optional section. Proponents are invited to comment and make recommendations to the Owner regarding why and how the Owner should modify the structure of the project or the remainder of this RFP process. The Owner will make changes, if any, by addendum, following the Owner's consideration of any recommendations it receives from Proponents in response to this optional Section of any Step One Proposals received.

SUBMITTAL REQUIREMENTS FOR STEP TWO DETAILED TECHNICAL WORK PLANS AND COST PROPOSALS

15. Proponent's detailed technical work plan and proposed scope-of-services: A narrative work plan that addresses and includes a specific, detailed scope-of-services. The purpose of the work plan is for the Proponent to demonstrate the Proponent's understanding of and specific approach to each element in the scope of work and to provide other information that the Proponent deems important to definition of the proposed services of the Owner's Consultant. The work plan shall include detail regarding information and work that must be provided by Owner's staff. The work plan shall be the basis of the Professional Services Agreement Exhibit A defining Basic Services and Additional Services. The work plan shall be sufficiently detailed that negotiation of the final professional services agreement lump sum fees for Basic Services, that is, negotiation of changes from the estimated total cost submitted with the proposal, shall be based on the differences between level of effort required to complete the proposed work plan and the effort required to complete the negotiated contract scope of work. The work plan shall also identify and describe all of the anticipated areas of services that the Proponent proposes shall be compensated on a labor and expenses basis subject to rates and limitations of agreement. Each discretely identifiable Additional Service shall be identified and described. The work plan shall include a schedule chart.
16. Cost proposal: The Proponent's estimated labor and expenses to complete the work plan shall be tabulated on the attached form. Labor, expenses, and subcontract costs included within defined Basic Services shall be proposed with a separate lump sum for Basic Services for each of the four phases of the work. Additional Services shall be itemized to the maximum extent practical. This RFP requires specification of the Proponent's proposed labor by category—project principals, project manager, experienced (journeyman) professional staff, junior professional staff and senior technical staff, and support staff—by each of the major tasks, the proponent's estimate of the hours required for each labor category to complete the task, and the hourly rate for each labor category. The proposal additionally shall include a table listing key personnel by name and providing the labor hours for those key personnel that are included in the overall cost estimate for each of the four tasks. Expenses also may be separately tabulated.

The proposal shall include the Proponent's current City of Santa Fe Business Registration Number. The proposal also shall state the Proponent's CRS number issued by the New Mexico Taxation and Revenue Department.

Proponent's failure to adequately address and submit the above minimum requirements may be considered to be non-responsive.

Step One Proposal Evaluation Criteria

EVALUATION POINTS 1 = Lowest, 5 = Highest

CRITERIA	WEIGHTED VALUE	EVALUATION POINTS 1-2-3-4-5	TOTAL	MAX SCORE
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1. Business Experience 30% x _____ = _____ 150

Does the Proponent have substantial experience in serving as an Owner's Consultant in the Design/Build Project Delivery of complex water and wastewater utility projects for public sector clients? Does the Proponent demonstrate business experience that is directly relevant to the delivery of the Buckman Direct Diversion Project? Does the Proponent demonstrate philosophies of professional service that are commensurate with the requirements of this project? Does the Proponent have expertise in the design, oversight of construction, and operation of river diversions, potable water treatment plants, and major pump stations and pipeline systems? Is the Proponent financially stable? Do the Proponent's references highly recommend their services?

2. Personnel 30% x _____ = _____ 125

Are the key personnel included in the Proposal qualified and experienced to perform the various complex and multidisciplinary tasks required in this RFP? Do the key personnel have the potential to perform excellent quality work? Do the references provided for the key personnel hold a high opinion of their professional and technical capability to do the work of this project? Does the Proponent provide assurances that the key personnel included in the Proposal will be available?

3. Risk Management and Quality Control 30% _____ = _____ 150

Does the Proponent demonstrate substantial understanding and insight into the management of risks and the assurance of quality and performance for complex water utility facilities constructed in a design/build environment? Does the Proponent offer a clear plan for delivery of the Buckman Direct Diversion Project that provides assurance to the Owner that the delivered project will reliably deliver water that meets or exceeds performance criteria, will include high quality and very high reliability of facilities and equipment, will provide for low long-term operating and replacement costs including low energy and chemical and other operating costs, and will provide for timely completion and initial operation of the completed Project? Does the Proponent's plan to specify, review, and assure adequacy of unit processes or detailed performance criteria provide for assurance of treated water quality over the expected facility lifetime? What assurances and acceptance of responsibility does the Proponent provide and accept that the Project will meet the Owner's needs?

4. Owner's Project Requirements 10% x _____ = _____ 50

Does the Proponent demonstrate an understanding of the Owner's needs and expectations of the Owner's Consultant? Does the Proponent demonstrate it will provide for an unambiguous distribution of roles and responsibilities between the Owner, the Owner's Consultant, and the DB Contractor for the delivery of the Project that is responsive to the Owner's needs and requirements?

TOTAL POINTS:

EVALUATION COMMITTEE MEMBERS

At its discretion, the City reserves the right to alter the membership and size of the evaluation committee.

Scores from members of the evaluation committee will be totaled following the committee members' initial review of the proposals to determine the top rated firms.

The evaluation committee may conduct interviews with the top rated Proponents. Top rated Proponents also may be invited to submit best and final offers. The same evaluation form will be used following the interviews and review by the committee of the best and final offers to determine the final ranking based on each top rated Proponent's proposal, interview, and best and final offer.

Members of the evaluation/interview committee are:

Kathryn Raveling, Director, Purchasing Division, City of Santa Fe

Galen Buller, Director, Sangre de Cristo Water Division

Rick Carpenter, water planner and projects manager, Sangre de Cristo Water Division,
project manager for the Buckman Direct Diversion Project, including
management of the Owner's Consultant Professional Services Agreement and
work

Claudia Borchert, hydrologist and projects manager, Sangre de Cristo Water Division

Arianne Singer, Assistant City Attorney

Gary Martinez, Source of Supply Manager, Sangre de Cristo Water Division

Norman Gaume, P.E., consulting water resources engineer, contractor to the Sangre de
Cristo Water Division

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

All information must be provided. A 5% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit the **local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**

2. **Local preference precedence over state preference.** The local preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Physical location must be stated.** To qualify for the local preference, a business must have a location in Santa Fe County unless otherwise exempted. The business location on the form must be a physical location, street address and physical address. **Do not** use a post office box or other postal address.
4. **Owners or employees must be residents.** To qualify for this preference, if the business location is not in Santa Fe County, the bidder/proponent (i.e., the business, **not** the individual signing the form) must fall into at least one of the categories listed below.
 - A. The business is a corporation with the majority of its shares owned by residents of Santa Fe County.
 - B. The business is a partnership with residents of Santa Fe County owning a majority beneficial interest in the partnership.
 - C. The business is a sole proprietorship owned by a resident of Santa Fe County.
 - D. 5 or more of the businesses full-time current employees are residents of Santa Fe County.
5. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
6. **Definition.** The following definition applies to this preference.
 - The Santa Fe area includes the City of Santa Fe and Santa Fe County.
 - A resident of the Santa Fe County is a person who occupies a dwelling in the county and who manifests intent to maintain that dwelling on a permanent basis.

Additional Documentation. If requested a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form. Any business, which must be registered under state law, must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM
BID/PROPOSAL NUMBER: '04/33/P
IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: _____

Business License Number: _____ (Attach copy of business license.)

Business Location (In Santa Fe County:)

Address: _____

City: _____

Zip Code: _____

County: _____

Business Type:

- ☐ Corporation – Indicate state of incorporation _____
- ☐ Partnership – Indicate “general” or “limited” _____
- ☐ Sole proprietorship _____

Basis for preference (Check applicable box(s) if physical location of business is not in Santa Fe County.)

- ☐ The business is a corporation with the majority of its shares owned by residents of Santa Fe County. (Attach a list of shareholders with names and addresses.)
- ☐ The business is a partnership with residents of the Santa Fe County owning a majority beneficial interest in the partnership. (Attach a list of partners with names and addresses.)
- ☐ The business is a sole proprietorship owned by a resident of the Santa Fe County. (Attach name and address of owner.)
- ☐ 5 or more of the businesses full-time current employees are residents of the Santa Fe County. (Attach a list of employees and addresses.)

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Authorized Representative: _____

Print Name

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____ day of _____,

My commission expires: _____

Notary Public

SEAL

Appendix A

General Design Criteria, Processes, and Issues

for the Buckman Direct Diversion Project

General Design Goals for BDD WTP

- Consider drying pad to further thicken/dry solids – concrete pad.
- On-line TOC monitors are needed.
- Has DAF been installed between sedimentation & filtration
- Want to look at Recycled sludge to enhance solids/TOC removal
- Consider circular and rectangular sedimentation basins.
- Need to look at historical river flow trends – when <200 CFS to possibly predict frequency of plant outage.
- Want flexibility to increase gravity thickener and lagoon decant treatment.
- Look into non-potable uses for gravity thickener and/or lagoon decant.
- OA to design a process to add staff input during preliminary and final design.
- Want to look at blending WTP solids with WWTP solids or future composting facility.
- Design for maximum flexibility to effectively treat for highly variable TOCs

General Treatment Recommendation

Conventional treatment train: coagulation, flocculation, sedimentation, filtration

Similar to Canyon Road treatment

Design so that other treatment options can be made available within recommended treatment (at later date, e.g., UV and Ozone,)

.....

SPECIFIC Treatment Recommendations

Pre-Oxidation Recommendations (Provide access for future Ozone process)

Sodium permanganate added at Booster Station 2A

Provides more than 30 minutes contact time

Removal of manganese in downstream processes

Allow space for future addition of ozone

TOC Removal Requirements

Stage 1 D/DBPR added TOC removal requirements to lower the potential for DBP formation

TOC in 3 samples ranged from 2.4 and 5.6 mg/L, composed mainly of DOC

Otowi data shows historic TOC range is 1.1 to 9.6 mg/L

Removal requirements based upon monthly TOC and alkalinity and could range from 0 to 40 percent

Compliance on RAA of ratio of % removed / % required reported quarterly

TOC Removal Goal

Annual average removal (from Otowi data) is 33% – recommend adding safety factor of 1/0.8 resulting in TOC treatment goal of 42% (5% higher than maximum)

Testing not conclusive but 25-35% removal likely by coagulation / enhanced coagulation

Remaining 7% to 17% from other processes

Coagulation Recommendations

Pre-oxidant prior to coagulation

Two stages of rapid mixing (jet mixing)

Stage 1: Primary coagulant addition, either Ferric Chloride or PACl

Stage 2: Coagulation aid polymer: Cationic Polymer

Use counter current jet mixing to achieve mixing energy of 1000 sec-1

Flocculation Recommendations

Three treatment trains with three stages

Detention time of 30 minutes

G of 60, 40, 20, but adjustable

Variable Frequency Drives (VFDs)

Addition of flocculant aid polymer (nonionic polymer) in second stage

Horizontal paddle wheel or turbine type flocculators (to be decided later after basin design identified)

Sedimentation Recommendations

Three treatment trains

Long rectangular settling basins

Surface loading rate of 0.5 gpm/sf

Sludge removal equipment (Owner wants to revisit this prior to final design. Wants options during treatment train and waste water, for example, expansion and enhancement capabilities. Sludge disposal with beneficial reuse should be considered).

Requirements for Filtration

Additional 7% to 17% TOC removal through Filtration

Turbidity removal to 0.1 NTU with design goal of 0.08 NTU

Adequate filtration capacity for poor water quality periods and maintenance periods

Filtration Recommendations

Filter aid polymer addition prior to filtration

GAC filter media for particle, TOC, contaminants, VOCs, SOCs, T&O and manganese removal

Biologically active filtration for additional TOC removal

EBCT of 7.5 minutes with 6 ft. of GAC

4 filters operating, 1 in backwash and 1 in standby provides 15 mgd at 6 gpm/sf

Air and water underdrain system

Backwash water from Clearwell Reservoir

Filter-to-waste after backwashing of filter

Disinfection Recommendations (With Ability to Add Ozone at Later Date)

UV disinfection for *Cryptosporidium* and *Giardia* inactivation

3 UV reactors: 2 duty and 1 standby

Sodium hypochlorite (MIOX) addition at inlet of Clearwell for virus inactivation

Sodium hypochlorite addition at outlet of Clearwell for distribution system residual

Ability to add MIOX on the “effluent” side of storage tanks as well as on the
“influent” side of tanks

Blending and Corrosion Control Recommendations

Adjust pH to match Buckman Wells

Slightly negative Langelier and Corrosion Potential to match Buckman Wells

Use of Sodium Hydroxide for pH adjustment (need instrumentation from Buckman wells to the WTP SCADA system to assist in adjusting pH).

Storage Recommendations

Two (2) 8 MG reservoirs: each with 7.5 MG for supply needs and 0.5 MG for plant needs. Either reservoir shall be “stand alone” and capable of being operated independently from the other but also that each can function as an overflow for the other. Discharge shall be independent from each tank.

Provides 12 hours at peak flow (15 mgd) and 36 hours at average flow (5 mgd)

Sodium hypochlorite (MIOX), hydrofluosilicic acid, sodium hydroxide addition to Clearwell Reservoir. This shall be assessed as to whether turbidity is affected. There shall be an influent and effluent redundant pipeline (inlet and discharge side of tanks)

Pumping to distribution systems (BS 4A and 5A), plant water system, backwash system, and plant fire suppression system

Buried concrete structures

Potable water shall be pulled from the discharge side of the reservoirs and such items as sequestering agent, pH, and fluoridation shall be at the discharge side of the tanks as well.

Solids Handling Recommendations

Sedimentation Basin Blowdown and Filter Waste Washwater handled separately

Equalization basins, gravity thickeners, lagoons, landfill disposal

Lagoon decant pumped at continuous low flow back to treatment prior to coagulation. Add redundant pipeline to the wastewater treatment plant to increase operational flexibility

Filter-to-Waste directly to holding basin and pump back for treatment

Provide space for future belt or membrane filter presses

Concrete storage area for a week's-worth of solids

Chemical Facilities Recommendations

Individual storage and feed rooms with secondary containment

Bulk storage tanks, totes and drums for polymers

All liquid chemicals

Sodium permanganate fed at BS2A

MIOX or sodium hypochlorite on-site generation equipment

Diaphragm metering pumps with valves for accurate dosing of chemicals

Appendix B to RFP 04/33/P--Project Cost Estimate

City of Santa Fe
Funding Program for Buckman Direct Diversion
Updated January 30, 2004

Overall Funding Needs & Sources

	Item	Amount	Notes
Total Expenditures (\$M)	EIS (Contractor, USFS, BLM)	\$0.61	City costs for Contractor, USFS, BLM CDM Amendment 3 Estimated percentage at 12% of Const.
	Preliminary Engineering	\$0.31	
	Design, Legal, Admin. Easement & ROW Acquisition	\$8.32	
	Construction	TBD	Estimated Per 9/02 SJC Feasibility Study Report Estimated percentage at 8% of Const.
	Engr. Services During Const.	\$69.3	
		\$5.54	
Total		\$84.08	

Timing of Expenditures (Uninflated 2002 Dollars)

Item	Approx. Timing	Est. Total Expenditure (2002 \$)	Through 9/02	Breakdown by Federal Fiscal Year (2002 Dollars)			
				FFY03 10/02 - 9/03	FFY04 10/03 - 9/04	FFY05 10/04 - 9/05	FFY06 10/05 - 9/06
Engineering Feasibility Studies	May-01 through Oct-02	\$0.77	\$0.77				
EIS (Contractor, USFS, BLM)	11/02 through late 2003	\$0.61	\$0.52	\$0.09			
Preliminary Engineering	11/02 through late 2003	\$0.31		\$0.31			
Design, Legal, Admin.	Jan-04 thru Sep-04	\$8.32			\$2.36	\$5.96	
Easement & Right-of-Way Acquisition	Jan-04 thru Sep-04	TBD			TBD		
Const. Ph. 1 - Div., Pipeline, WTP (5 mgd)	Jan-05 thru Jul-06	\$47.84				\$28.71	\$19.14
Const. Ph. 2 - WTP (10 mgd)	Aug-06 thru Jul-07	\$27.00					\$10.80
Totals		\$84.85	\$1.29	\$0.40	\$2.36	\$34.67	\$29.94

Note: Construction values above include Engr. Services During Construction

Timing of Expenditures (Escalated for Inflation)

Item	Approx. Timing	Est. Total Expenditure (Escalated \$)	Through 9/02	Breakdown by Federal Fiscal Year (Escalated for I			
				FFY03 10/02 - 9/03	FFY04 10/03 - 9/04	FFY05 10/04 - 9/05	FFY06 10/05 - 9/06
Engineering Feasibility Studies	May-01 through Oct-02	\$0.77	\$0.77				
EIS (Contractor, USFS, BLM)	11/02 through late 2003	\$0.61	\$0.52	\$0.09			
Preliminary Engineering	11/02 through late 2003	\$0.31		\$0.31			
Design, Legal, Admin.	Jan-04 thru Sep-04	\$8.83			\$2.50	\$6.33	
Easement & Right-of-Way Acquisition	Jan-04 thru Sep-04	\$0.00			TBD		
Const. Ph. 1 - Div., Pipeline, WTP (5 mgd)	Jan-05 thru Jul-06	\$55.20				\$32.33	\$22.87
Const. Ph. 2 - WTP (10 mgd)	Aug-06 thru Jul-07	\$33.46					\$12.91
Totals		\$99.19	\$1.29	\$0.40	\$2.50	\$38.66	\$35.78

Note: Construction values above include Engr. Services During Construction

Costs escalated at annual percentage rate of: **6.125%** (est. as FY01 Federal Discount Rate, less 0.25% max allowable change for FY02)

Appendix B to RFP 04/33/P--Project Cost Estimate

City of Santa Fe
Funding Program for Buckman Direct Diversion
Updated January 30, 2004

Overall Funding Needs & Sources

	Item	Amount	Notes
Total Expenditures (\$M)	EIS (Contractor, USFS, BLM)	\$0.61	City costs for Contractor, USFS, BLM
	Preliminary Engineering	\$0.31	CDM Amendment 3
	Design, Legal, Admin.	\$8.32	Estimated percentage at 12% of Const.
	Easement & ROW Acquisition	TBD	Estimated
	Construction	\$69.3	Per 9/02 SJC Feasibility Study Report
	Engr. Services During Const.	\$5.54	Estimated percentage at 8% of Const.
Total		\$84.08	

Timing of Expenditures (Uninflated 2002 Dollars)

Item	Approx. Timing	Est. Total Expenditure (2002 \$)	Through 9/02	Breakdown by Federal Fiscal Year (2002 Dollars)				
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				10/02 - 9/03	10/03 - 9/04	10/04 - 9/05	10/05 - 9/06	10/06 - 9/07
Engineering Feasibility Studies	May-01 through Oct-02	\$0.77	\$0.77					
EIS (Contractor, USFS, BLM)	11/02 through late 2003	\$0.61	\$0.52	\$0.09				
Preliminary Engineering	11/02 through late 2003	\$0.31		\$0.31				
Design, Legal, Admin.	Jan-04 thru Sep-04	\$8.32			\$2.36	\$5.96		
Easement & Right-of-Way Acquisition	Jan-04 thru Sep-04	TBD			TBD			
Const. Ph. 1 - Div., Pipeline, WTP (5 mgd)	Jan-05 thru Jul-06	\$47.84				\$28.71	\$19.14	
Const. Ph. 2 - WTP (10 mgd)	Aug-06 thru Jul-07	\$27.00					\$10.80	\$16.20
Totals		\$84.85	\$1.29	\$0.40	\$2.36	\$34.67	\$29.94	\$16.20

Note: Construction values above include Engr. Services During Construction

Timing of Expenditures (Escalated for Inflation)

Item	Approx. Timing	Est. Total Expenditure (Escalated \$)	Through 9/02	Breakdown by Federal Fiscal Year (Escalated for Inflation)				
				FFY03	FFY04	FFY05	FFY06	FFY07
				10/02 - 9/03	10/03 - 9/04	10/04 - 9/05	10/05 - 9/06	10/06 - 9/07
Engineering Feasibility Studies	May-01 through Oct-02	\$0.77	\$0.77					
EIS (Contractor, USFS, BLM)	11/02 through late 2003	\$0.61	\$0.52	\$0.09				
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Const. Ph. 1 - Div., Pipeline, WTP (5 mgd)	Jan-05 thru Jul-06	\$55.20				\$32.33	\$22.87	
Const. Ph. 2 - WTP (10 mgd)	Aug-06 thru Jul-07	\$33.46					\$12.91	\$20.55
Totals		\$99.19	\$1.29	\$0.40	\$2.50	\$38.66	\$35.78	\$20.55

Note: Construction values above include Engr. Services During Construction

Costs escalated at annual percentage rate of:

6.125% (est. as FY01 Federal Discount Rate, less 0.25% max allowable change for FY02)

SANGRE DE CRISTO WATER DIVISION
RFP 04/33/P
OWNER'S CONSULTANT FOR PROJECT DELIVERY
OF THE BUCKMAN DIRECT DIVERSION PROJECT

ADDENDUM #1

Addendum #1 has two major purposes:

It provides questions and answers and other information associated with the pre-proposal meeting held April 2, 2004.

It replaces the Evaluation Criteria for Step One Proposals and provides new Evaluation Criteria for Step Two Proposals.

1. Questions and Answers from the pre-proposal meeting conducted April 2, 2004.

Q1. Will City of Santa Fe distribute the PowerPoint slides that Rick Carpenter presented at the pre-proposal Meeting?

A1. Yes.

Q2. Will of the City of Santa Fe's current or past consultants be banned from consideration in this RFP?

A2. No.

Q3. Will the DB Team initially operate the Project for a period of one year?

A3. The City of Santa Fe intends that the DB Contractor operate the Project for a period of time following substantial completion. The City of Santa Fe will depend on the Owner's Consultant to recommend and develop specific requirements and duration of this DB Contractor operation based on the City's objectives and needs.

Q4. Will the City require conventional water treatment processes?

A4. The City of Santa Fe wants to encourage innovation while assuring quality, performance, costs, and timeliness of the delivered Project. The Owner's Consultant will help the City decide how to prepare the specifications for the Project design and Construction

to achieve the City's objectives. See Item #4 in the Phase B scope-of-work description, page 25.

Q5. What consequences does the City of Santa Fe contemplate the Owner's Consultant should face if the Project expectations are not met?

A5. The City of Santa Fe intends to rely on the Owner's Consultant as its agent in a very complex endeavor. Therefore, the City of Santa Fe expects the Owner's Consultant to diligently apply its professional expertise and resources, with a high standard of care, quality, and professionalism, to oversee the delivery of the Project and help manage the Owner's risks as described in the RFP. The City of Santa Fe solicits responses in Proposals regarding recommendations for the Owner's Consultant's accountability. Actual accountability will be as negotiated in the Professional Services Agreement.

Q6. What degree of preliminary design does the City of Santa Fe want?

A6. The City wants the Owner's Consultant to complete sufficient preliminary design to adequately specify the design and construction of the Project by the DB Contractor and to manage the associated risks to the Owner. See the Phase A Scope-of-Work section, item 2.c., page 23, and other related references in the RFP. The City of Santa Fe solicits responses in Proposals regarding this decision.

Q7. Does the City of Santa Fe have outside counsel that it will engage in this Project?

A7. A procurement process to retain outside counsel with construction law expertise is underway. The City of Santa Fe anticipates such outside counsel will be involved in the development of the various contracts that the City of Santa Fe must enter into to provide for the delivery of the Project.

Q8. Will the City of Santa Fe provide the Standard Form of Agreement that will be used for the Owner's Consultant Professional Services Agreement?

A8. The City of Santa Fe anticipates that its normal professional services Standard Form of Agreement, which is attached to the RFP, will be merged with an edited version of the EJCDC D-500 Standard Form of Agreement. The specifics of this merging will be determined as part of the contract negotiations with the top-ranked Proponent. See the Special Conditions, Method of Award, page 7 and Submittal Requirements, Item #13, page 33.

Q9. May proponents add team members that will address tasks such as geotechnical investigations and preliminary engineering in the Step Two Proposals?

A9. The City of Santa Fe will consider the relative qualifications and experience of Proponents in Evaluation Committee's Step One Proposals review. Proponents may be at a disadvantage if their teams are incompletely described in their Step One Proposals.

Q10. How will the Project be funded?

A10. The City of Santa Fe has engaged a consultant, IUG, to develop a funding plan for this project. Sufficient funds currently are available to pay for the services of the Owner's Consultant. Various appropriations, grants, and loans have been secured or are in process. There are several revenue sources to support revenue bonds. Authority exists for a gross receipts tax revenue stream that could be authorized by the County of Santa Fe for the Project.

Q11. Do the local and resident preference benefits apply if team members meet the criteria but the Proponent does not?

A11. The Preference benefits apply to the entity that will sign the Professional Services Agreement with the City of Santa Fe, e.g., the Proponent.

Q12. Does the City of Santa Fe have a working list of required permits?

A12. The unreleased draft EIS contains a list of permits, many of which will be satisfied through the NEPA compliance process. This list, which Proponents should not presume to be complete, includes the following:

<<<Rick, please fill in the list of permits from the draft EIS. >>>

Q13. Is this the first design/build project for the City of Santa Fe?

A13. This is the first large design/build project the City of Santa Fe has procured.

Q14. Does the City of Santa Fe have in mind other water or wastewater design/build projects as models for the Buckman Direct Diversion Project?

A14. The City of Santa Fe reviewed other projects in determining that it would use alternative project delivery methods but hasn't selected any projects for use as a model for this Project.

Q15. Will the City of Santa Fe furnish the preliminary design work that it has accomplished to date on a CD?

A15. Most of the preliminary design work accomplished to date is highly conceptual in nature and was prepared to provide a basis for the Environmental Impact Statement being prepared by the U. S. Forest Service and the Bureau of Land Management. Additional work has been done to define performance and unit process requirements and the results are attached to the RFP. All relevant preliminary design documents are included in the Procurement Library.

Q16. Will there be other opportunities for questions?

A16. Yes. Provide questions in writing or via email to Rick Carpenter rrcarpenter@santafe.nm.gov Answers, if needed, will be provided by addendum prior to the due date of Step One Proposals or in an addendum that may be issued at the beginning of Step Two of this RFP.

Q17. Does the City of Santa Fe anticipate extending the date for Step One Proposals?

A17. No.

Q18. Will the City of Santa Fe distribute the Preproposal Meeting sign-up sheet?

A18. Copies of the sign-up sheet were distributed at the meeting. A copy is included in this Addendum.

Q19. Will the City of Santa Fe provide a tour of the Project area?

A19. Potential Proponents are urged to visit the locations of the facilities on their own.

Q20. Will the City of Santa Fe accept suggestions for the improvement of its alternative delivery method plans?

A20. Yes, see Special Conditions Item #11 and Submittal Requirements Optional Item #14.

Q21. Will the City of Santa Fe accept suggestions for the improvement of its alternative delivery method plans outside of this procurement process?

A21. No.

2. Attendance at pre-proposal meeting

A copy of the sign-in sheet for the pre-proposal meeting is attached.

3. Evaluation Criteria

Delete page 35 of the RFP entitled "Step One Proposal Evaluation Criteria." Insert the four attached pages that are entitled "STEP ONE PROPOSAL EVALUATION CRITERIA" AND "STEP TWO PROPOSAL EVALUATION CRITERIA" in place of the deleted page 35.

Delete the third paragraph on page 36 of the RFP entitled "EVALUATION COMMITTEE MEMBERS." Insert the following paragraph in its place:

" The Evaluation Committee may conduct interviews with the top rated Proponents. Top rated Proponents may also be invited to submit best and final offers. The evaluation criteria provided in the pages entitled "STEP ONE PROPOSAL EVALUATION CRITERIA" will be used to evaluate and score Step One Proposals. The evaluation criteria provided in the pages entitled "STEP TWO PROPOSAL EVALUATION CRITERIA" will be used to evaluate and score Proponents based on their Step One Proposals, Step Two Proposals, interviews, and best and final offers. The Proponents' scores based on the "STEP TWO PROPOSAL EVALUATION CRITERIA" shall be the basis of the final ranking of Proposals and Proponents."

Attachments:

1. Evaluation criteria for Step One Proposals and Step Two Proposals.
2. Copy of sign-up sheet for pre-proposal meeting.
3. The City of Santa Fe's distribution list for RFP 04/33/P.
4. Copy of Rick Carpenter's PowerPoint presentation from the pre-proposal meeting

STEP ONE PROPOSAL EVALUATION CRITERIA

EVALUATION POINTS 1 = Lowest, 5 = Highest

CRITERIA	WEIGHTED VALUE	EVALUATION POINTS 1-2-3-4-5	TOTAL	MAX SCORE
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1. Business Qualifications and Experience 25% x _____ = _____ 125

Does the Proponent have substantial experience in serving as an Owner's Consultant in the Design/Build Project Delivery of complex water and wastewater utility projects for public sector clients? Does the Proponent demonstrate business experience that is directly relevant to the delivery of the Buckman Direct Diversion Project? Does the Proponent demonstrate philosophies of professional service that are commensurate with the requirements of this project? Does the Proponent have expertise in the design, oversight of construction, and operation of river diversions, potable water treatment plants, and major pump stations and pipeline systems? Is the Proponent financially stable? Do the Proponent's references highly recommend their services? See Step One Proposal Sections 1, 2, 8, and 11.

2. Personnel Qualifications and Experience 25% x _____ = _____ 125

Are the key personnel included in the Proposal qualified and experienced to perform the various complex and multidisciplinary tasks required? Do the key personnel have the potential to perform excellent quality work? Do the references provided for the key personnel hold a high opinion of their professional and technical capability to do the work of this project? Does the Proponent provide assurances that the key personnel included in the Proposal will be available? See Sep One Proposal Sections 9 and 11.

3. Risk Management and Quality Control 25% x _____ = _____ 125

Does the Proponent demonstrate substantial understanding and insight into the management of risks and the assurance of quality and performance for complex water utility facilities delivered through a design/build process? Does the Proponent offer a clear plan for delivery of the Buckman Direct Diversion Project that provides assurances to the Owner that the delivered project will reliably deliver water that meets or exceeds performance criteria, will include high quality and very high reliability of facilities and equipment, will provide for low long-term operating and replacement costs, and will provide for timely completion and initial operation of the completed Project? Does the Proponent's plan to specify, review, and assure adequacy of unit processes or detailed performance criteria provide for assurance of treated water quality at design flows? See Sep One Proposal Sections 3, 4, 5, and 6.

4. Project Roles and Responsibilities 15% x _____ = _____ 75

What assurances and acceptance of responsibility does the Proponent provide and accept that the Project will meet the Owner's needs? Does the Proponent clearly demonstrate its vision for the division of responsibility between the three principal project entities for the delivery of the Project? Is the recommended division of responsibility responsive to the Owner's needs and requirements? See Step One Proposal Sections 7, 10, and optional section 14.

5. Professional Services Agreement 10% x _____ = _____ 50

Does the Proposal include thoughtful and workable suggestions to modify and merge the City of Santa Fe's Standard Form of Agreement for Professional Services with the EJCDC D-500 Standard Form of Agreement such that the Agreement will clearly identify the respective contractual obligations of the Owner and the Owner's Consultant for the delivery of the Project while addressing the concerns of the Owner for accountability of the Owner's Consultant and DB Contractor for performance, minimization of the Owner's risk, reasonable minimization of the Owner's roles and responsibilities by increased reliance on the Owner's Consultant, and reasonable maximization of the work of the Owner's Consultant to be performed under Basic Services for lump sum fees. See Proposal Section 13.

TOTAL POINTS: _____

MAXIMUM POINTS: 500

STEP TWO PROPOSAL EVALUATION CRITERIA

EVALUATION POINTS 1 = Lowest, 5 = Highest

CRITERIA	WEIGHTED VALUE	EVALUATION POINTS 1-2-3-4-5	TOTAL	MAX SCORE
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1. Business Qualifications and Experience 20% x _____ = _____ 100

Use the Business Qualifications and Experience score from the Step One Proposal modified to reflect any new or changed information available to the Evaluation Committee.

2. Personnel Qualifications and Experience 20% x _____ = _____ 100

Use the Personnel Qualifications and Experience score from the Step One Proposal modified to reflect any new or changed information available to the Evaluation Committee.

3. Risk Management and Quality Assurance 10% x _____ = _____ 50

Do the Step One Proposal and the Technical Work Plan in the Step Two Proposal provide a detailed and acceptable approach to manage the risks of quality of design and construction, performance of the delivered Project, timeliness of the delivered Project, increased initial capital cost of the delivered Project, and higher ongoing costs to operate the delivered Project?

4. Technical Work Plan 30% x _____ = _____ 150

Does the Proponent's detailed technical work plan and proposed scope of services demonstrate considerable understanding and insight into the complex work of this Project? Does the Proponent's detailed technical work plan provide a specific and concrete approach that is responsive to the Owner's objectives for this Project? Does the detailed technical work plan indicate that the Proponent will meet the Owner's objectives for the delivery of this Project? Does the Proponent clearly demonstrate its vision for the unambiguous division of responsibility between the three principal project entities for the delivery of the Project? Is the recommended division of responsibility responsive to the Owner's needs and requirements? Does the Proponent's detailed technical work plan provide a specific and detailed approach to the completion of the work of the Owner's Consultant for Project Delivery of the Buckman Direct Diversion Project? Does the work plan provide detailed descriptions of the roles and responsibilities of the Owner that are responsive to the Owner's objectives for this Project? Is the work plan sufficiently detailed for use as a baseline and point-of-departure for negotiations with the Owner to develop the scope-of-work for the Professional Services Agreement between the Owner and the Owner's Consultant? Does the proposed division of the Owner's Consultant's work between Basic Services and Additional Services provide for reasonable minimization of Additional Services? Is the schedule chart detailed? Is the overall schedule realistic?

5. Cost Proposal

20% x _____ = _____ 100

Cost scores should be based on the responsiveness of the Cost Proposal, the magnitude of the proposed costs, and the value considering both the cost and the value proposed to be provided by the proponent for that cost. Is the Cost Proposal sufficiently detailed that it, together with the Technical Work Plan, is suitable to provide a baseline for changes to the professional services of the Owner's Consultant and their associated costs, in negotiations with the Owner to develop the final PSA costs and scope-of-work for the Professional Services Agreement between the Owner and the Owner's Consultant? Does the proposed division of the Owner's Consultant's work between Basic Services and Additional Services provide for reasonable minimization of Additional Services? Does the work plan provide an unambiguous definition of the proposed Basic Services of the Owner's Consultant, for the various phases of the Project that the Owner's Consultant will perform for a lump sum fee? Does the cost proposal unambiguously identify the basis and amount of compensation of the work of the Owner's Consultant that it proposes be included in Additional Services and compensated on a labor and expenses basis? Deduct points if the Proposal does not reasonably maximize the portion of the Owner's Consultant's work performed under Basic Services or if the proposed distribution of the work between Basic Services and Additional Services is ambiguous. Calculate the weighted average hourly rate for the Proponent for the lump sum work. Evaluate the reasonableness of the labor mix and relative number of hours proposed for each labor category for each phase of the Project. Deduct points if the labor mix relies excessively on junior pay rate personnel or does not provide for significant reliance on and involvement of the key personnel. Assign a score of zero or one if the information in the proposal is insufficient. Proposals with relatively high costs should get relatively low cost scores and vice versa.

TOTAL POINTS: _____

MAXIMUM POINTS: 500

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ADDENDUM #2

Addendum #2 has one major purpose:

- It provides clarification to the following question which was submitted to the City following the pre-proposal meeting held April 2, 2004:

Question:

The City's RFP (page 22) includes the statement that:

"Proposals shall define, by Phase, in the Step One Proposal and in the Step Two detailed technical work plan and cost proposal, what work is included in Basic Services and what is defined as Additional Services."

We would like to confirm that the Step One Proposal is not required to include a detailed work plan, nor a cost proposal, that these are only required for the Step Two Proposal.

Answer:

Step One does NOT require a DETAILED work plan nor a cost proposal, these are only required for the Step Two Proposal. To the extent practicable, however, Step One should have a summary or listing of work to be included in Basic Services and work defined as Additional Services. Because the details of the work plan and costs will not have been completed by respondents to the RFP during Step One, this summary/list can be framed in the context of what you merely anticipate to be the case at the Step One stage, relative to RFP section: **SUBMITTAL REQUIREMENTS FOR STEP ONE PROPOSALS**. This summary/list should then be made more detailed in Step Two.

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ADDENDUM #3

Addendum #3 has two major purposes:

- It identifies the Proponents that are invited by the City to submit Step 2 proposals.
- It notifies these Proponents that an additional addendum will be provided that will provide substantive direction that Proponents will need to prepare their Step 2 proposals.

The Evaluation Committee members have reviewed and scored the Step 1 proposals. The Evaluation Committee has determined that the following proponents are invited to prepare and submit Step 2 proposals including detailed work plans and cost proposals. They are listed in alphabetical order:

- CDM
- Greeley and Hansen LLC
- Red Oak Consulting

The City of Santa Fe, the County of Santa Fe, and Las Campanas are discussing issues of ownership and responsibility for the implementation of the Buckman Direct Diversion Project. This necessitates a delay in the timeline for this RFP. The City anticipates that another addendum will be issued in the near future that will modify the timeline for the remainder of the RFP process and that will provide additional substantive direction for the preparation of Step 2 proposals.

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DISCUSSION DRAFT OF ADDENDUM #4

Addendum #4 has two major purposes:

- It provides a revised schedule for the submittal of Step 2 proposals and subsequent steps to complete the procurement of the Owner's Consultant, and
- It addresses the Ownership of the Buckman Direct Diversion Project and the role of the City of Santa Fe in conducting this procurement and contracting with the Owner's Consultant and the DB Contactor.

The following revised schedule for completion of the procurement process for RFP 04/33/P replaces the schedule information contained on page 4 and elsewhere of the RFP:

1.	Receipt of Step Two proposals	July 29, 2004
2.	Interviews with top-ranked proponents	August 10-11, 2004
3.	Best and Final Offers from top-ranked proponents	August 13, 2004
4.	Evaluation Committee final ranking of proposals	August 17, 2004
5.	Negotiation meeting with Principals of top-ranked Proponent	August 24, 2004
6.	Proponent submits draft of Professional Services Agreement with Exhibits	September 7, 2004
7.	Deadline for completion of negotiations with top-ranked Proponent* of contract with detailed scope-of-work and fixed price fee	September 24, 2004
8.	Recommendation for approval of contract to Finance Committee:	First meeting in October
9.	Recommendation for approval of contract to Public Utilities Committee:	First meeting in October

10. Recommendation for approval of contract
by Governing Body of the City of Santa Fe:

First subsequent meeting
following Utilities and
Finance Committees

*Additional time will be required for negotiation of contract with second-ranked Proponent if negotiations with top-ranked Proponent do not result in agreement.

On page 6 of the RFP, add the following at the end of Section 1 of the Information for Proponents:

Short-listed Proponents as determined by the Evaluation Committee will be notified of their short-listed status and will be invited to participate in Step Two of this RFP. The City of Santa Fe invites these short-listed firms to submit 10 copies of their Step Two Proposals containing their detailed work plans and cost proposals. Step Two Proposals will be received by the Purchasing Office until 2:00 pm, local prevailing time, on Thursday, July 29, 2004. Delivery and identification information for the Step One Proposals also applies to the Step Two Proposals.

Delete the last paragraph on page 17 of the RFP and replace it with the following:

Three entities, including the City of Santa Fe, the County of Santa Fe, and Las Campanas will own the completed Buckman Direct Diversion Project facilities and will receive treated drinking water from it for distribution to their customers. The detailed and respective ownership interests of these three entities are expected to be determined concurrently with the Owner's Consultant's performance of Phase A of its scope-of-services. The City of Santa Fe does not expect this decision-making to affect the work of the Owner's Consultant. Any participation by the Owner's Consultant in these issues will be authorized and compensated as an Additional Service.

The City of Santa Fe will act as the fiscal agent for the design and construction of the Buckman Direct Diversion Project and will have the following responsibilities:

- Procurement of the services of the Owner's Consultant under this RFP and contracting for the professional services of the Owner's Consultant for this project,

- Routine interaction with and direction to the Owner's Consultant, in consultation with the other owners,

- Procurement of the services of the DB Contractor and contracting for the design and construction of the Project, subject to evaluation and decision-making in Phase A,

- Routine interaction with and direction to the DB Contractor, in consultation with the other owners, during the performance of the DB Contract, subject to evaluation and decision-making in Phase A, and
- Operations and maintenance of the facilities subsequent to completion of construction and the initial operations of the facilities by the DB Contractor.

A regional entity may be created to make policy level decisions that may affect the operations of the facility but the existence and decisions of this entity are not expected to affect the work of either the Owner's Consultant or the DB Contractor.

On page 36 of the RFP, revise to add the following members of evaluation/interview committee:

Doug Sayer, P.E., County of Santa Fe Water Utility Manager
_____, representing Las Campanas

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ADDENDUM #5

Addendum #5 has three major purposes:

- It provides clarification to the question listed below which was recently submitted to the City
- It provides a template/form which shall be used to standardize respondents' estimated tabulations of labor and expenses to complete the work plan; the form, referenced on page 34, item 16 of RFP 04/33/P was inadvertently omitted from RFP 04/33/P
- It provides a revised schedule for the submittal of Step 2 proposals and subsequent steps to complete the procurement of the Owner's Consultant
- It provides a revision to the members assigned to the proposal evaluation committee

1. Question and Answer From the Recently Submitted Question

Q: How will the City of Santa Fe treat sensitive and/or proprietary information that may be contained in proposals, especially during the negotiations for best and final offers?

A: The proposal evaluation committee will not share sensitive and/or proprietary information with other respondents to the RFP.

2. Template/Form Which Shall Be Used to Standardize Respondents Estimated Tabulations of Labor and Expenses to Complete the Work Plan

A copy (PDF) of the form is attached will also be sent by fax.

3. Revised Schedule For the Submittal of Step 2 Proposals and Subsequent Steps to Complete the Procurement of the Owner's Consultant

The following revised schedule for completion of the procurement process for RFP 04/33/P replaces the schedule information contained in Addendum #4 to the RFP:

- | | | |
|----|--|--------------------------|
| 1. | Receipt of Step Two proposals | August 27, 2004 |
| 2. | Interviews with top-ranked proponents | September 9-10, 2004 |
| 3. | Best and Final Offers from top-ranked proponents | September 17, 2004 |
| 4. | Evaluation Committee final ranking of proposals | September 22, 2004 |
| 5. | Negotiation meeting with Principals of top-ranked Proponent | September 24, 2004 |
| 6. | Proponent submits draft of Professional Services Agreement with Exhibits | October 6, 2004 |
| 7. | Deadline for completion of negotiations with top-ranked Proponent* of contract with detailed scope-of-work and fixed price fee | October 29, 2004 |
| 8. | Recommendation for approval of contract by Governing Body of the City of Santa Fe: | First subsequent meeting |

*Additional time will be required for negotiation of contract with second-ranked Proponent if negotiations with top-ranked Proponent do not result in agreement.

4. Revision To the Members Assigned To the Proposal Evaluation Committee

Diane Quarles, Public Utility Director, Santa Fe County, has been added to the evaluation committee.

Attachments:

- Form which shall be used to standardize respondents' estimated tabulations of labor and expenses to complete the work plan



**CITY OF SANTA FE
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ADDENDUM #6

Addendum #6 has two purposes:

- To invite RFP 04/33/P proposal submitters to in-person/verbal interviews
- To provide information regarding the interviews

1. Invitation to Interview

The following firms are invited to interview (*listed in no particular order of preference*):

Greeley and Hansen, LLC
Red Oak Consulting
Camp Dresser & McKee, Inc.

2. Information Regarding Interview Conditions

All interviews will be conducted on the same day, so that no firm has the benefit of an added day to prepare. The interviews will be held on Thursday, September 9th, 2004, and will be held at the Genoveva Chavez Community Center (Classroom #1), located at 3221 Rodeo Road in Santa Fe, NM.

Interview Times (*randomly selected*):

Greeley and Hansen, LLC	10:00am - 11:30am
Red Oak Consulting	1:00pm - 2:30pm
Camp Dresser & McKee, Inc.	3:00pm - 4:30pm

Each team will have a total of 1 ½ hours for the entire interview process. Each team is asked to provide a presentation of no longer than one-half-hour (inclusive of set-up time), which will then be followed by a one-hour question and answer period. Each team is responsible for providing its own presentation materials and equipment (e.g., projector, lap top computer, projection screen, extension cord (s), etc.). Please arrive on-time as the schedule is not flexible.



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ADDENDUM #7

Addendum #7 has one purpose:

Prior to the "best and final offer" deadline, to respond to a question received by City staff regarding possible changes to proposal team composition.

Question:

Does the procurement process for RFP 04/33/P allow for additional consultants/sub-consultants to be added to the prime contractors' proposal team?

Answer:

Additional consultants can be added to the team.



CITY OF SANTA FE, SANGRE DE CRISTO WATER DIVISION

RFP 04/33/P OWNER'S CONSULTANT FOR THE PROJECT DELIVERY OF THE BUCKMAN DIRECT DIVERSION PROJECT

ADDENDUM #8

Addendum #8 has one purpose:

To identify a revised procurement schedule for RFP 04/33/P, beginning with activities originally scheduled for September 22, 2004 (i.e., evaluation committee final ranking of Proposals).

Discussion:

Evaluation committee final ranking of proposals has been delayed. The following revised schedule for completion of the procurement process for RFP 04/33/P replaces the schedule information contained in Addendum #5 to the RFP:

- | | | |
|----|--|--------------------------|
| 1. | Receipt of Step Two proposals | August 27, 2004 |
| 2. | Interviews with top-ranked proponents | September 9-10, 2004 |
| 3. | Best and Final Offers from top-ranked proponents | September 17, 2004 |
| 4. | Evaluation Committee final ranking of proposals | October 1, 2004 |
| 5. | Negotiation meeting with Principals of top-ranked Proponent | October 5, 2004 |
| 6. | Proponent submits draft of Professional Services Agreement with Exhibits | October 18, 2004 |
| 7. | Deadline for completion of negotiations with top-ranked Proponent* of contract with detailed scope-of-work and fixed price fee | November 10, 2004 |
| 8. | Recommendation for approval of contract by Governing Body of the City of Santa Fe | First subsequent meeting |

*Additional time will be required for negotiation of contract with second-ranked Proponent if negotiations with top-ranked Proponent do not result in agreement.